

1  
2 BILL NO. S-90-08-17

3 SPECIAL ORDINANCE NO. S-209-90

4 AN ORDINANCE approving  
5 Contract #90-WP-04, LIFT  
6 STATION TELEMETERING PROJECT  
7 between ALL PHASE ELECTRIC  
8 SUPPLY CO. and the City of  
9 Fort Wayne, Indiana, in  
10 connection with the Board of  
11 Public Works and Safety.

12 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON  
13 COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

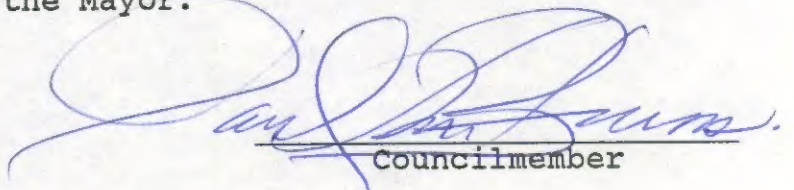
14 SECTION 1. That the Contract #90-WP-04, LIFT  
15 STATION TELEMETERING PROJECT by and between ALL PHASE  
16 ELECTRIC SUPPLY CO. and the City of Fort Wayne, Indiana, in  
17 connection with the Board of Public Works and Safety, is  
18 hereby ratified, and affirmed and approved in all respects,  
19 respectfully for:

20 the labor, insurance and power  
21 for the complete performance  
22 to fabricate, supply and  
23 install telemetering equipment  
24 at four sewage lift stations;

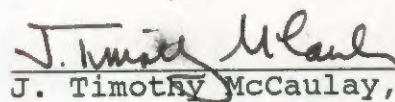
25 involving a total cost of One Hundred Thousand and no/100  
26 Dollars (\$100,000.00).

27 SECTION 2. Prior Approval has been requested from  
28 Common Council on July 24, 1990. Two copies of said  
29 Contract are on file with the Office of the City Clerk and  
30 made available for public inspection, according to law.

31 SECTION 3. That this Ordinance shall be in full  
32 force and effect from and after its passage and any and all  
33 necessary approval by the Mayor.

  
Councilmember

APPROVED AS TO FORM  
AND LEGALITY

  
J. Timothy McCaulay, City Attorney





P.O. BOX 11098

710 LEY ROAD

FT. WAYNE, INDIANA 46855-1098

219-482-1537

FAX: 219-482-4945

THIS CONTRACT made by and between the City of Fort Wayne, by and through its Board of Public Works and Safety, (hereinafter referred to as "City"), and All-Phase Electric Supply Co., Inc. (hereinafter referred to as "Contractor").

WHEREAS, parties desire to enter into a contract with regard to Notice of Award, Contract 90-WP-04, Lift Station Telemetering, WPC-Plant; and

WHEREAS, the parties have reached certain understandings and agreements with regard to said project, the parties now agree as follows:

1. The bid specifications prepared by City and on file in the office of the Board of Public Works and Safety, room 920, 9th Floor, City-County Building, ONE Main Street, Fort Wayne, Indiana, are attached hereto as Exhibit "A" and incorporated in this agreement.
2. The attached Exhibit "A" shall constitute the specific terms of the contract between the parties unless indicated to the contrary herein.
3. Contract Specification Section 01010, para. 1.07.A is amended to change date of September 28, 1990, to October 30, 1990. Amended date is contingent upon installation of tower, antenna mast, and radio crystal delivery.
4. Contract Specification Section 17250 para. 2.01B is amended to require Squared Model SCP-321 PLC Processor and associated Square D hardware.
6. Startup and communication between Master PLC and Remote PLC's shall be the joint responsibility of the City, EMA Services, Inc., and All-Phase Electric Supply Co., Inc.
7. As per Contractor bid exception, All-Phase does not accept responsibility for the signal paths. If signal path is not acceptable to meet the signal level requirements of the radio manufacturer or the City, the above date is not binding.
8. All other terms and conditions of the bid specifications attached hereto shall remain in full force and effect and shall act as terms of the agreement between the parties hereto.
9. This contract shall be governed by the laws of the State of Indiana.

10. This writing contains the entire agreement between the parties, and said agreement shall not be modified except in writing, signed by all parties.

Dated this 1st day of August, 1990.

CONTRACTOR  
ALL-PHASE ELECTRIC SUPPLY CO., INC.

CITY OF FORT WAYNE  
BOARD OF PUBLIC WORKS

Demetrius Nelson

[Signature]

MEMBER

[Signature]

MEMBER

MEMBER



NOTICE OF AWARD

JUL 13 1990

TO All Phase Electric Supply Company

710 Ley Road

Fort Wayne, IN 46825

PROJECT DESCRIPTION Contract 90-WP-04, Lift Station Telemetering, WPC Plant

The OWNER has considered the BID submitted by you for the above-mentioned WORK, in response to its advertisement for bids.

You are hereby notified that your BID has been accepted for items in the amount of \$ 100,000.00.

You are required to furnish Contractor's Performance and Guaranty Bond, Payment Bond and Certificate of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 11th day of July, 1990.

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

*Simon D. Swan*

Title

*Automation Specialist*

City of Fort Wayne  
Board of Public Works & Safety

*Charles E. Layton*  
Charles E. Layton, Director

cc: Neil Wisler  
Mark Gensic  
File  
Contract Compliance

\*\*\* PRIOR APPROVAL REQUESTED



# ACORD. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)  
7/19/90

PRODUCER

MIDWEST COMMERCE INSURANCE  
P.O. BOX 1724  
ELKHART, IN 46515

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

## COMPANIES AFFORDING COVERAGE

CODE

SUB-CODE

INSURED

ALL-PHASE ELECTRIC SUPPLY CO.  
875 RIVERVIEW DR.  
BENTON HARBOR, MI 49022

COMPANY LETTER **A**

AMERICAN MOTORISTS INS. CO. (KEMPER)

COMPANY LETTER **B**

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
<b>GENERAL LIABILITY</b>					GENERAL AGGREGATE	\$ 500
A	X COMMERCIAL GENERAL LIABILITY	3MH420656-02	08/01/89	08/01/90	PRODUCTS-COMP/OPS AGGREGATE	\$ 500
	CLAIMS MADE X OCCUR.				PERSONAL & ADVERTISING INJURY	\$ 500
	OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE	\$ 500
	X BROAD FORM CGL				FIRE DAMAGE (Any one fire)	\$ 50
					MEDICAL EXPENSE (Any one person)	\$ 5
<b>AUTOMOBILE LIABILITY</b>					COMBINED SINGLE LIMIT	\$
	ANY AUTO				BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	HIRED AUTOS					
	NON-OWNED AUTOS					
	GARAGE LIABILITY					
<b>EXCESS LIABILITY</b>					EACH OCCURRENCE	AGGREGATE
	OTHER THAN UMBRELLA FORM				\$	\$
<b>WORKER'S COMPENSATION</b>					STATUTORY	
A	AND	3CM890093-03	08/01/89	08/01/90	\$ 500	(EACH ACCIDENT)
	EMPLOYERS' LIABILITY				\$ 500	(DISEASE—POLICY LIMIT)
	OTHER				\$ 500	(DISEASE—EACH EMPLOYEE)

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

City of Fort Wayne is named as additional insured in regards to the above coverages.

Supplying and installing telemetering equipment at four sewage lift stations.

## CERTIFICATE HOLDER

City of Fort Wayne

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE **MIDWEST COMMERCE INSURANCE**

BY: *Wendy M. M... L*



SPECIMEN FORM  
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:      THAT ALL-PHASE ELECTRIC COMPANY  
Name of Contractor

a Corporation, hereinafter called Principal,  
and INSURANCE COMPANY OF NORTH AMERICA  
Name of Surety

and duly authorized to transact business in the State of Indiana, hereinafter called Surety,  
are held and firmly bound unto the city of Fort Wayne, and Indiana Municipal  
Corporation in the Penal sum of

One Hundred Thousand dollars and no/100

Dollars (\$ 100,000 ) (value of work) for the payment whereof well  
and truly to be made, the Principal and the Surety bind themselves, their heirs, executors,  
administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered  
into a certain contract with the Owner, dated the 1st day of  
August, 1990 for the:

fabricating, supplying and installing telemetering equipment at four lift station sites  
all in accordance with the specifications and listed by the City of Fort Wayne

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change,  
extension of time, alteration, or addition to the terms of the contract or to the work to be  
performed thereunder, or the specifications accompanying the same shall in any way  
affect its obligation on this bond, and it does hereby waive notice of any such change,  
extension of time, alteration or addition to the terms of the contract, or to the work or to  
the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the  
right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations, furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor, or otherwise, then this obligation shall be void; otherwise, to remain in full force and effect.



IN WITNESS WHEREOF, this instrument is executed ONE

counterparts, each one of which shall be deemed an original, this 1st day of August, 1990.

ALL-PHASE ELECTRIC SUPPLY CO.  
Principal

ATTEST:

X Duncan N. Swan  
(Principal) Secretary

By ALL-PHASE ELECTRIC SUPPLY CO. (SEAL)

710 LEY RD.

Address

FT. WAYNE, IN 46825

X Gwen A. Bard  
Witness to Principal

APC Plant 2601 Dwenger  
Address

Fort Wayne Ind 46803

By:

Darlene C. Cyr  
Attorney-in-Fact  
DARLENE C. CYRS

ATTEST:

Kimberlee K. Windbigler  
(Surety) Secretary KIMBERLEE K. WINDBIGLER  
ATTORNEY-IN-FACT

SEAL

Mary A. Battles  
Witness As to Surety MARY A. BATTLES

P.O. BOX 1724

Address

ELKHART, IN 46515

INSURANCE COMPANY OF NORTH  
Address AMERICA  
CINCINNATI, OH

NOTE: Date of the bond must not be prior to date of contract. If the contractor is a partnership, all partners should execute the bond.



**POWER OF  
ATTORNEY**

Insurance Company of North America  
a CIGNA company

**CIGNA** 180870

**Know all men by these presents:** That **INSURANCE COMPANY OF NORTH AMERICA**, a corporation of the Commonwealth of Pennsylvania, having its principal office in the City of Philadelphia, Pennsylvania, pursuant to the following Resolution, which was adopted by the Board of Directors of the said Company on December 5, 1983, to wit:

"RESOLVED, That pursuant to Articles 3.18 and 5.1 of the By-Laws, the following Rules shall govern the execution for the Company of bonds, undertakings, recognizances, contracts and other writings in the nature thereof:

- (1) That the President, any Senior Vice President, any Vice President, any Assistant Vice President, or any Attorney-in-Fact, may execute for and on behalf of the Company any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof, the same to be attested when necessary by the Corporate Secretary, or any Assistant Corporate Secretary, and the seal of the Company affixed thereto; and that the President, any Senior Vice President, any Vice President or any Assistant Vice President may appoint and authorize any other Officer (elected or appointed) of the Company, and Attorneys-in-Fact to so execute or attest to the execution of all such writings on behalf of the Company and to affix the seal of the Company thereto.
- (2) Any such writing executed in accordance with these Rules shall be as binding upon the Company in any case as though signed by the President and attested to by the Corporate Secretary.
- (3) The signature of the President, or a Senior Vice President, or a Vice President, or an Assistant Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to this Resolution, and the signature of a certifying Officer and the seal of the Company may be affixed by facsimile to any certificate of any such power, and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company.
- (4) Such other Officers of the Company, and Attorneys-in-Fact shall have authority to certify or verify copies of this Resolution, the By-Laws of the Company, and any affidavit or record of the Company necessary to the discharge of their duties.
- (5) The passage of this Resolution does not revoke any earlier authority granted by Resolutions of the Board of Directors adopted on June 9, 1953, May 28, 1975 and March 23, 1977."

does hereby nominate, constitute and appoint **WARD J. MERCHANT, JOAN FRANCISCO, LORENE R. PARKS, DONALD R. ANDERSON, NANCY J. WHIPPLE, VICKIE J. BAIER, DARLENE C. CYRS, KIMBERLEE K. WINDBIGLER, KEVIN M. BUCHANAN and MARY E. LUDWICK**, all of the City of Elkhart, State of Indiana-----

Not valid for mortgage, note, loan, letter of credit, bank deposit,  
currency rate, interest rate or residual value guarantees.

-----each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding **FIVE MILLION-----** DOLLARS (\$ 5,000,000.00) each, and the execution of such writings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said John B. Fitzgerald, Jr., Vice-President, has hereunto subscribed his name and affixed the corporate seal of the said **INSURANCE COMPANY OF NORTH AMERICA** this 4th day of November 19 88



**INSURANCE COMPANY OF NORTH AMERICA**

by

*John B. Fitzgerald, Jr.*  
JOHN B. FITZGERALD, JR., Vice President

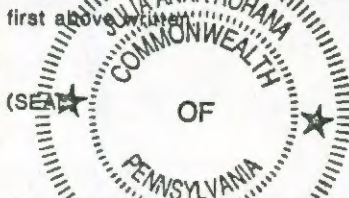
COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA

ss.

On this 4th day of November, A.D. 19 88, before me, a Notary Public of

the Commonwealth of Pennsylvania in and for the County of Philadelphia came John B. Fitzgerald, Jr., Vice-President of the **INSURANCE COMPANY OF NORTH AMERICA** to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year



*Julia Anna Rohana*  
Julia Anna Rohana - Notary Public  
Philadelphia, Philadelphia County, Pa.  
My Commission Expires August 20, 1990

I, the undersigned, Secretary of **INSURANCE COMPANY OF NORTH AMERICA**, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a **TRUE** correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Secretary, and affixed the corporate seal of the Corporation, this 1st day of August, 19 90



*James S. Wyllie*  
James S. Wyllie Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER Nov. 4, 1990



(SPECIMEN FORM)  
CITY OF FORT WAYNE, INDIANA  
PERFORMANCE AND GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, that we All-Phase Electric Supply  
Company (Contractor or Developer) as Principal, and the  
Ins. Company of North America (Insurance Company), a corporation organized under the  
laws of the State of Indiana (State  
and Date), and duly authorized to transact business in the State of Indiana as Surety, are  
held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal  
Corporation in the sum of \$ 100,000, (value of work) for the payment whereof well  
and truly to be made, the Principal and the Surety bind themselves, their heirs, executors,  
administrators, successors, and assigns, jointly and severally firmly by those present. The  
condition of the foregoing obligation is such that:

WHEREAS, the Principal has entered into contract with the City or has applied for  
authority to fabricate, supply and install telemetering equipment at four sewage lift  
stations; and

WHEREAS, the grant of authority by the City to All-Phase Electric Supply Co.

1. That said fabricating, supplying and installing of telemetering equipment at four  
sewage lift stations shall be completed according to said specifications,
2. There shall be filed with the City, within thirty (30) days after completion, a  
Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and  
repairs as required by the City within thirty (30) days after such notice; and,

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change,  
extension of time, alteration, or addition to the terms of the contract or to the work to be  
performed thereunder, or the specifications accompany the same, shall in any way affect  
its obligation on this bond, and it does hereby waive notice of any such change, extension  
of time, alteration or addition to the terms of the contract, or to the work or the  
specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and  
conditions required of it by the contract and shall sustain by reason of the Principal's  
failure to comply with any of the terms and conditions required of it by the contract and  
shall sustain by reason of the Principal's failure to comply with any of the terms of the  
authorization, then this obligation shall be void, otherwise, it shall remain in full force  
and effect.

ALL-PHASE ELECTRIC SUPPLY CO.  
Contractor/Developer

BY:

X Duncan N. Swan



ALL-PHASE ELECTRIC SUPPLY CO.

Name

X Dennis M. Sloan

Title

Automated Specialist

ATTEST:

X Gwen A. Bard

Process Analyst  
Title

INSURANCE COMPANY OF NORTH AMERICA  
(Insurance Company) Surety

\*BY:

Darlene C. Cyrs

Authorized Agent DARLENE C. CYRS  
ATTORNEY-IN-FACT

\*If signed by an Agent, Power of Attorney must be attached.

**POWER OF  
ATTORNEY**

Insurance Company of North America  
a CIGNA company

**CIGNA** 180869

**Know all men by these presents:** That **INSURANCE COMPANY OF NORTH AMERICA**, a corporation of the Commonwealth of Pennsylvania, having its principal office in the City of Philadelphia, Pennsylvania, pursuant to the following Resolution, which was adopted by the Board of Directors of the said Company on December 5, 1983, to wit:

"RESOLVED, That pursuant to Articles 3.16 and 5.1 of the By-Laws, the following Rules shall govern the execution for the Company of bonds, undertakings, recognizances, contracts and other writings in the nature thereof:

- (1) That the President, any Senior Vice President, any Vice President, any Assistant Vice President, or any Attorney-in-Fact, may execute for and on behalf of the Company any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof, the same to be attested when necessary by the Corporate Secretary, or any Assistant Corporate Secretary, and the seal of the Company affixed thereto; and that the President, any Senior Vice President, any Vice President or any Assistant Vice President may appoint and authorize any other Officer (elected or appointed) of the Company, and Attorneys-in-Fact to so execute or attest to the execution of all such writings on behalf of the Company and to affix the seal of the Company thereto.
- (2) Any such writing executed in accordance with these Rules shall be as binding upon the Company in any case as though signed by the President and attested to by the Corporate Secretary.
- (3) The signature of the President, or a Senior Vice President, or a Vice President, or an Assistant Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to this Resolution, and the signature of a certifying Officer and the seal of the Company may be affixed by facsimile to any certificate of any such power, and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company.
- (4) Such other Officers of the Company, and Attorneys-in-Fact shall have authority to certify or verify copies of this Resolution, the By-Laws of the Company, and any affidavit or record of the Company necessary to the discharge of their duties.
- (5) The passage of this Resolution does not revoke any earlier authority granted by Resolutions of the Board of Directors adopted on June 9, 1953, May 28, 1975 and March 23, 1977."

does hereby nominate, constitute and appoint **WARD J. MERCHANT, JOAN FRANCISCO, LORENE R. PARKS, DONALD R. ANDERSON, NANCY J. WHIPPLE, VICKIE J. BAIER, DARLENE C. CYRS, KIMBERLEE K. WINDBIGLER, KEVIN M. BUCHANAN and MARY E. LUDWICK**, all of the City of Elkhart, State of Indiana-----

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

-----, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding FIVE MILLION----- DOLLARS (\$ 5,000,000.00) each, and the execution of such writings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said John B. Fitzgerald, Jr., Vice-President, has hereunto subscribed his name and affixed the corporate seal of the said **INSURANCE COMPANY OF NORTH AMERICA** this 4th day of November 19 88



COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA

ss.

On this 4th day of November

**INSURANCE COMPANY OF NORTH AMERICA**

by

*[Signature]*  
JOHN B. FITZGERALD, JR., Vice President

, A.D. 19 88, before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came John B. Fitzgerald, Jr., Vice-President of the **INSURANCE COMPANY OF NORTH AMERICA** to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year



*[Signature]*  
Julia Anna Rohana - Notary Public  
Philadelphia, Philadelphia County, Pa.  
My Commission Expires August 20, 1990

I, the undersigned, Secretary of **INSURANCE COMPANY OF NORTH AMERICA**, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Secretary, and affixed the corporate seal of the Corporation, this 1st day of August 19 90



*[Signature]*  
James S. Wyllie  
Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER Nov. 4, 1990



Read the first time in full and on motion by Burns, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee on City of Fort Wayne (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATED: 8-14-90

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns, seconded by Talarico, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>8</u>			<u>1</u>
BRADBURY	<u>✓</u>			
BURNS	<u>✓</u>			
EDMONDS	<u>✓</u>			
GIAQUINTA				<u>✓</u>
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
REDD	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 8-28-90

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. S-209-90

on the 28th day of August, 1990.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

ATTEST

Charles S. Redd  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th day of August, 1990 at the hour of 11:00 o'clock A. M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 31st day of August, 1990, at the hour of 3:30 o'clock P. M., E.S.T.

Paul Helmke  
PAUL HELMKE, MAYOR



Admn. Appr.

TITLE OF ORDINANCE: Contract #90-WP-04, Lift Station Telemetering Project

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works & Safety

SYNOPSIS OF ORDINANCE: The Contract #90-WP-04 is for the labor, insurance, and power for the complete performance to fabricate, supply and install telemetering equipment at four sewage lift stations. All Phase Electric Supply Co. is the contractor.

Prior approval received on 7/24/90.

EFFECT OF PASSAGE: As listed above.

*J-50-08-17*

EFFECT OF NON PASSAGE:

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$100,000.00

ASSIGNED TO COMMITTEE:



BILL NO. S-90-08-17

REPORT OF THE COMMITTEE ON CITY UTILITIES

PAUL M. BURNS, CHAIRMAN  
MARK E. GIAQUINTA, VICE CHAIRMAN  
HENRY, LONG, TALARICO

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Contract  
#90-WP-04, LIFT STATION TELEMETERING PROJECT between ALL PHASE  
ELECTRIC SUPPLY CO. and the City of Fort Wayne, Indiana, in  
connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION  
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID  
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

*Paul M. Burns*

*Mark E. Giaquinta*

*Samuel J. Talarico*

*Henry Long*

*Mark E. Giaquinta*

DATED: 8-28-90

Sandra E. Kennedy  
City Clerk